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REGULATORY
Guy M. Hicks
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01 JUL 10 PM 3 46

July 10, 2001

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EXECUTIVE SECRETARY

VIA HAND DELIVERY

Mr. David Waddell, Executive Secretary
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee 37243

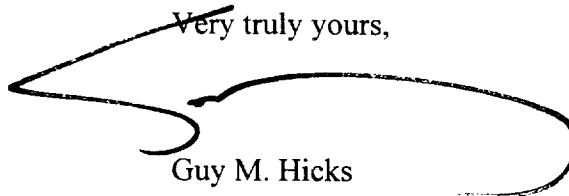
Re: *Petition to Convene a Contested Case Proceeding to Establish "Permanent Prices" for Interconnection and Unbundled Network Elements*
Docket No. 97-01262

Dear Mr. Waddell:

On June 21, 2001, the Authority ordered BellSouth to submit revised rates, terms and conditions in connection with the generic tariff BellSouth has been ordered to file. *See* Order Denying Tariff No. 01-00205 and Opening Docket No. 01-00526, entered June 21, 2001. On June 26, 2001, BellSouth filed its revised rates, and advised the Authority at that time that BellSouth would file its terms and conditions regarding intercarrier compensation no later than July 10, 2001. Enclosed are fourteen copies of the terms and conditions regarding intercarrier compensation filed in response to the June 21 Order.

Thank you for your attention to this matter.

Very truly yours,



Guy M. Hicks

GMH/jej

Enclosure

CERTIFICATE OF SERVICE

I hereby certify that on July 10, 2001, a copy of the foregoing document was served on the parties of record as indicated:

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A handwritten signature in black ink, consisting of a large, stylized 'T' followed by a horizontal line and a large, sweeping loop.

1. **Network Interconnection**

All rates, terms and conditions set forth herein pertain to the provision of network interconnection where CLEC-1 owns and provides its switch(es).

1.1 Network Interconnection for Call Transport and Termination may be provided by CLEC-1 and BellSouth at any technically feasible point.

1.1.1 An Interconnection Point (IP) is the physical telecommunications equipment interface that performs the interconnection function for BellSouth and CLEC-1. Each Company is responsible for providing the network on its side of the IP. Furthermore, the IP must be located within the LATA in which Local Traffic is originating. The IP determines the point at which the originating Company shall pay the terminating Company for the Call Transport and Termination of that traffic.

1.1.1.1 Pursuant to the provisions of this Tariff, the location of the Interconnection Point shall be established by mutual agreement of the Companies. In selecting the Interconnection Point, both Companies will act in good faith and select the point which is most efficient for both Companies. Each Company shall be responsible for engineering and maintaining the network on its side of the Interconnection Point. Additional Interconnection Points in a particular LATA may be established by mutual agreement of the Companies. If the Companies are unable to agree to a mutual Interconnection Point, each Company will designate the Interconnection Point for its originated traffic. When the Companies mutually agree to utilize two-way interconnection trunk groups for the exchange of local and intraLATA toll traffic between each other, the Companies shall mutually agree to the location of Interconnection Point(s).

1.2 **Interconnection via Dedicated Transport Facilities**

1.2.1 As part of Local Interconnection Call Transport and Termination Service, the originating Company may obtain Local Channel facilities (i.e., entrance facilities) from the terminating Company from the originating Company's specified Interconnection Point to its Serving Wire Center. The portion of Local Channel facilities utilized for Local Traffic shall be determined based upon the application of the Percent Local Facility (PLF) Factor as defined herein. Additionally, the charges applied to the portion of the Local Channel used for Local Traffic as determined by the PLF are as set forth in the Price Schedule in this Tariff. This factor shall be reported in addition to the switched dedicated transport jurisdictional factors specified in the BellSouth intrastate and interstate switched access tariffs.

1.2.2 Additionally, either Company may obtain Dedicated Interoffice Transport facilities from its designated Serving Wire Center to the other Company's first point of switching. The portion of Dedicated Interoffice Transport facilities

utilized for Local Traffic shall be determined based upon the application of the Percent Local Facility (PLF) Factor. Additionally, the charges applied to the portion of the Dedicated Interoffice Transport used for Local Traffic as determined by the PLF are as set forth in the Price Schedule in this Tariff. This factor shall be reported in addition to the switched dedicated transport jurisdictional factors specified in the BellSouth intrastate and interstate switched access tariffs.

- 1.2.3 For the purposes of this section of the Tariff concerning Network Interconnection, **Local Channel** (i.e., entrance facility) is defined as a switch transport facility between a Company's Interconnection Point and its Serving Wire Center.
- 1.2.4 For the purposes of this section of the Tariff concerning Network Interconnection, **Serving Wire Center** is defined as the wire center owned by one Company from which the other Company would normally obtain dial tone for its Interconnection Point.
- 1.2.5 For the purposes of this section of the Tariff concerning Network Interconnection, **Dedicated Interoffice Transport** is defined as a switch transport facility between a Company's Serving Wire Center and the first point of switching on the other Company's common (shared) network.
- 1.3 **Fiber Meet**
 - 1.3.1 **Fiber Meet** is an interconnection arrangement whereby the Companies physically interconnect their networks via an optical fiber interface (as opposed to an electrical interface) at which one Company's facilities, provisioning, and maintenance responsibility begins and the other Company's responsibility ends (i.e. Interconnection Point).
 - 1.3.2 If CLEC-1 elects to interconnect with BellSouth pursuant to a Fiber Meet, CLEC-1 and BellSouth shall jointly engineer and operate a Synchronous Optical Network ("SONET") transmission system by which they shall interconnect their transmission and routing of Local Traffic via a Local Channel facility at either the DS0, DS1, or DS3 level. The Companies shall work jointly to determine the specific transmission system. However, CLEC-1's SONET transmission must be compatible with BellSouth's equipment in the BellSouth Interconnection Wire Center (BIWC). The same vendor's equipment and software version must be used, and the Data Communications Channel (DCC) must be turned off.
 - 1.3.3 BellSouth shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment in the BIWC.

- 1.3.4 CLEC-1 shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment in the CLEC-1 Interconnection Wire Center ("CLEC-1 Wire Center").
- 1.3.5 BellSouth shall designate an Interconnection Point outside the BIWC as a Fiber Meet point, and shall make all necessary preparations to receive, and to allow and enable CLEC-1 to deliver, fiber optic facilities into the Interconnection Point with sufficient spare length to reach the fusion splice point at the Interconnection Point. BellSouth shall, wholly at its own expense, procure, install, and maintain the fusion splicing point in the Interconnection Point. A Common Language Location Identification ("CLLI") code will be established for each Interconnection Point. The code established must be a building type code. All orders shall originate from the Interconnection Point (i.e., Interconnection Point to CLEC-1, Interconnection Point to BellSouth).
- 1.3.6 CLEC-1 shall deliver and maintain such strands wholly at its own expense. Upon verbal request by CLEC-1, BellSouth shall allow CLEC-1 access to the Fiber Meet entry point for maintenance purposes as promptly as possible.
- 1.3.7 The Companies shall jointly coordinate and undertake maintenance of the SONET transmission system. Each Company shall be responsible for maintaining the components of their own SONET transmission system.
- 1.3.8 Each Company will be responsible for (i) providing its own transport facilities to the Fiber Meet, and (ii) the cost to build-out its facilities to such Fiber Meet.
- 1.3.9 Neither Company shall charge the other for its portion of the Fiber Meet facility used exclusively for non-transit Local Traffic (i.e. the Local Channel). Charges incurred for other services including dedicated transport facilities will apply. Charges for Switched and Special Access Services shall be billed in accordance with the applicable Access Service tariff (i.e. the BellSouth Interstate or Intrastate Access Services Tariff).

2. Interconnection Trunk Group Architectures

- 2.1 BellSouth and CLEC-1 shall establish interconnecting trunk groups and trunk group configurations between networks including the establishment of one-way or two-way trunks in accordance with the following provisions set forth in this Agreement. For trunking purposes, traffic will be routed based on the digits dialed by the originating end user and in accordance with the Local Exchange Routing Guide (LERG).
- 2.2 CLEC-1 shall establish an interconnection trunk group(s) to at least one BellSouth access tandem within the LATA for the delivery of CLEC-1's originated local and intraLATA toll traffic and for the receipt and delivery of Transit Traffic. To the extent CLEC-1 desires to terminate local and intraLATA toll traffic to BellSouth

and Transit Traffic to third parties subtending other BellSouth access tandems within the LATA, other than the one CLEC-1 has established interconnection trunk groups to, CLEC-1 shall order Multiple Tandem Access, as described in this Tariff, to such other BellSouth access tandems or order interconnection trunk groups to such other BellSouth access tandems.

- 2.2.1 Notwithstanding the forgoing, CLEC-1 shall establish an interconnection trunk group(s) to all BellSouth access and local tandems in the LATA where CLEC-1 has homed (i.e. assigned) its NPA/NXXs. CLEC-1 shall home its NPA/NXXs on the BellSouth tandems that serve the Exchange Rate Center Areas to which the NPA/NXXs are assigned. The specified association between BellSouth tandems and Exchange Rate Centers is defined in the national Local Exchange Routing Guide (LERG). CLEC-1 shall enter its NPA/NXX access and/or local tandem homing arrangement into the LERG.
- 2.3 Switched Access traffic will be delivered to and by Interexchange Carriers (IXCs) based on CLEC-1's NXX Access Tandem homing arrangement as specified by CLEC-1 in the LERG.
- 2.4 Charges, both non-recurring and recurring, associated with interconnecting trunk groups between BellSouth and CLEC-1 are set forth in BellSouth's Tennessee Intrastate Access Tariff.
- 2.5 For two-way trunk groups that carry both Companies' local and IntraLATA Toll traffic only, excluding trunk groups that carry Transit Traffic, the Companies shall be compensated for the nonrecurring and recurring charges for dedicated transport trunks and facilities at 50% of the applicable contractual or tariff rates for the services provided by each Company. CLEC-1 shall be responsible for ordering and paying for any two-way trunks carrying Transit Traffic.
- 2.6 All trunk groups will be provisioned as Signaling System 7 (SS7) capable where technically feasible. If SS7 is not technically feasible multi-frequency (MF) protocol signaling shall be used.
- 2.7 In cases where CLEC-1 is also an IXC, the IXC's Feature Group D (FG D) trunk group(s) must remain separate from the local interconnection trunk group(s).
- 2.8 Unless in response to a blocking situation or for a project, when either Company orders interconnection trunk group augmentations, a Firm Order Confirmation (FOC) shall be returned to the ordering Company within four (4) business days from receipt of a valid, error free ASR. A project is defined as a new trunk group or the request of 96 or more trunks on a single or multiple trunk group(s) in a given local calling area. Blocking situations and projects shall be managed through the BellSouth Interconnection Trunking Project Management group and CLEC-1's equivalent trunking group.

2.9 Interconnection Trunk Groups for Exchange of Local, IntraLATA Toll and Transit Traffic

2.9.1 If the Companies' originated local and/or intraLATA toll traffic is utilizing the same two-way trunk group, the Companies shall mutually agree to use this type of two-way interconnection trunk group with the quantity of trunks being mutually determined and the provisioning being jointly coordinated. Furthermore, the Interconnection Point(s) for two-way interconnection trunk groups transporting both Companies local and/or intraLATA toll shall be mutually agreed upon. CLEC-1 shall order such two-way trunks via the Access Service Request (ASR) process in place for Local Interconnection upon determination by the Companies, in a joint planning meeting, that such trunk groups shall be utilized. BellSouth will use the Trunk Group Service Request (TGSR) to request changes in trunking. Both Companies reserve the right to issue ASRs, if so required, in the normal course of business. Furthermore, the Companies shall jointly review such trunk performance and forecasts on a periodic basis. The Companies use of two-way interconnection trunk groups for the transport of local and/or intraLATA toll traffic between the Companies does not preclude either Company from establishing additional one-way interconnection trunks for the delivery of its originated local and/or intraLATA toll traffic to the other Company.

2.9.2 BellSouth Access Tandem Interconnection Architectures

BellSouth Access Tandem Interconnection provides intratandem access to subtending end offices. BellSouth Multiple Tandem Access (MTA), described later in this Agreement, may be ordered using any of the following access tandem architectures.

2.10.2.1 Basic Architecture

2.10.2.1.1 In this architecture, CLEC-1's originating Local and IntraLATA Toll and originating and terminating Transit Traffic is transported on a single two-way trunk group between CLEC-1 and BellSouth access tandem(s) within a LATA. This group carries intratandem Transit Traffic between CLEC-1 and Independent Companies, Interexchange Carriers, other CLECs and other network providers with which CLEC-1 desires interconnection and has the proper contractual arrangements. This group also carries CLEC-1 originated intertandem traffic transiting a single BellSouth access tandem destined to third Company tandems such as an Independent Company tandem or other CLEC tandem. BellSouth originated Local and IntraLATA Toll traffic is transported on a single one-way trunk group terminating to CLEC-1. Other trunk groups for operator services, directory assistance, emergency services and intercept may be established if required. The LERG should be referenced for current routing and tandem serving arrangements. The Basic Architecture is illustrated in in this Tariff.

2.10.2.2 One-Way Trunk Group Architecture

2.10.2.2.1 In this architecture, the Companies interconnect using two one-way trunk groups. One one-way trunk group carries CLEC-1-originated local and intraLATA toll traffic destined for BellSouth end-users. The other one-way trunk group carries BellSouth-originated local and intraLATA toll traffic destined for CLEC-1 end-users. A third two-way trunk group is established for CLEC-1's originating and terminating Transit Traffic. This group carries intratandem Transit Traffic between CLEC-1 and Independent Companies, Interexchange Carriers, other CLECs and other network providers with which CLEC-1 desires interconnection and has the proper contractual arrangements. This group also carries CLEC-1 originated intertandem traffic transiting a single BellSouth access tandem destined to third Company tandems such as an Independent Company tandem or other CLEC tandem. Other trunk groups for operator services, directory assistance, emergency services and intercept may be established if required. The LERG should be referenced for current routing and tandem serving arrangements. The One-Way Trunk Group Architecture is illustrated in this Tariff.

2.10.2.3 **Two-Way Trunk Group Architecture**

2.10.2.3.1 The Two-Way Trunk Group Architecture establishes one two-way trunk group to carry local and intraLATA toll traffic between CLEC-1 and BellSouth. In addition, a two-way transit trunk group must be established for CLEC-1's originating and terminating Transit Traffic. This group carries intratandem Transit Traffic between CLEC-1 and Independent Companies, Interexchange Carriers, other CLECs and other network providers with which CLEC-1 desires interconnection and has the proper contractual arrangements. This group also carries CLEC-1 originated intertandem traffic transiting a single BellSouth access tandem destined to third Company tandems such as an Independent Company tandem or other CLEC tandem. Other trunk groups for operator services, directory assistance, emergency services and intercept may be established if required. The LERG should be referenced for current routing and tandem serving arrangements. The Two-Way Trunk Group Architecture is illustrated in this Tariff.

2.10.3 **Multiple Access Tandem Service**

2.10.3.1 BellSouth **Multiple Tandem Access (MTA)** provides for LATA wide BellSouth transport and termination of CLEC-1-originated intraLATA toll and Local Traffic, that is transported by BellSouth, by establishing an interconnection trunk group(s) at a BellSouth access tandem with routing through multiple BellSouth access tandems as required. However, CLEC-1 must still establish an interconnection trunk group(s) at all BellSouth access tandems where CLEC-1 NXXs are "homed". If CLEC-1 does not have NXXs homed at a BellSouth access tandem within a LATA and elects not to establish an interconnection trunk group(s) at such BellSouth access tandem, CLEC-1 can order MTA in each BellSouth access tandem within the LATA where it does have an interconnection trunk group(s) and BellSouth will terminate traffic to end-users served through those BellSouth

access tandems where CLEC-1 does not have an interconnection trunk group(s). MTA shall be provisioned in accordance with BellSouth's Ordering Guidelines set forth on BellSouth Interconnection Service's internet website (www.interconnection.bellsouth.com), incorporated herein by this reference.

- 2.10.3.2 MTA does not include switched access traffic that transits the BellSouth network to an Interexchange Carrier (IXC). Switched Access traffic will be delivered to and by IXCs based on CLEC-1's NXX Access Tandem homing arrangement as specified by CLEC-1 in the LERG.
- 2.10.3.3 For CLEC-1-originated local and intraLATA toll traffic that BellSouth transports but is destined for termination by a third Company network (Transit Traffic), BellSouth MTA is required if multiple BellSouth access tandems are necessary to deliver the call to the third Company network.
- 2.10.3.4 The Companies agree that compensation for the BellSouth transport and/or termination of CLEC-1's Local Traffic will be billed on a statewide basis at the applicable rates specified in the Price Schedule of this Tariff for Local Traffic.
- 2.10.3.5 To the extent CLEC-1 does not purchase MTA in a calling area that has multiple access tandems serving the calling area as defined by BellSouth, CLEC-1 must establish an interconnection trunk group(s) to every access tandem in the calling area in order to serve the entire calling area. To the extent CLEC-1 does not purchase MTA and provides intraLATA toll service to its customers, it may be necessary for it to establish an interconnection trunk group(s) to additional BellSouth access tandems that serve end offices outside the local calling area. To the extent CLEC-1 routes its traffic in such a way that utilizes BellSouth's MTA service without properly ordering MTA service, CLEC-1 agrees to pay BellSouth the associated transport and termination charges.

2.10.4 **Local Tandem Interconnection**

- 2.10.4.1 Local Tandem Interconnection arrangement allows CLEC-1 to establish an interconnection trunk group(s) at BellSouth local tandems for: (1) the delivery of CLEC-1-originated Local Traffic transported and terminated by BellSouth to BellSouth end offices within the local calling area as defined in BellSouth's General Subscriber Services Tariff (GSST), section A3 served by those BellSouth local tandems, and (2) for local Transit Traffic transported by BellSouth for third Company network providers who have also established an interconnection trunk group(s) at those BellSouth local tandems.
- 2.10.4.2 When a specified local calling area is served by more than one BellSouth local tandem, CLEC-1 must designate a "home" local tandem for each of its assigned NPA/NXXs and establish trunk connections to such local tandems. Additionally, CLEC-1 may choose to establish an interconnection trunk group(s) at the BellSouth local tandems where it has no codes homing but is not required to do

so. CLEC-1 may deliver Local Traffic to a “home” BellSouth local tandem that is destined for other BellSouth or third Company network provider end offices subtending other BellSouth local tandems in the same local calling area where CLEC-1 does not choose to establish an interconnection trunk group(s). It is CLEC-1’s responsibility to enter its own NPA/NXX local tandem homing arrangements into the LERG either directly or via a vendor in order for other third Company network providers to determine appropriate traffic routing to CLEC-1’s codes. Likewise, CLEC-1 shall obtain its routing information from the LERG.

- 2.10.4.3 Notwithstanding establishing an interconnection trunk group(s) to BellSouth’s local tandems, CLEC-1 must also establish an interconnection trunk group(s) to BellSouth access tandems within the LATA on which CLEC-1 has NPA/NXXs homed for the delivery of Interexchange Carrier Switched Access (SWA) and toll traffic, and traffic to Type 2A CMRS connections located at the access tandems. BellSouth shall not switch SWA traffic through more than one BellSouth access tandem. SWA, Type 2A CMRS or toll traffic routed to the local tandem in error will not be backhauled to the BellSouth access tandem for completion. Type 2A CMRS interconnection is defined in BellSouth’s A35 General Subscriber Services Tariff.
- 2.10.4.4 BellSouth’s provisioning of local tandem interconnection assumes that CLEC-1 has executed the necessary local interconnection agreements with the other third Company network providers subtending those local tandems.
- 2.10.5 **Direct End Office-to-End Office Interconnection**
 - 2.10.5.1 Direct End Office-to-End Office one-way or two-way interconnection trunk groups allow for the delivery of a Company’s originating Local Traffic to the terminating Company on a direct end office-to-end office basis.
 - 2.10.5.2 The Companies shall utilize direct end office-to-end office trunk groups under the following conditions:
 - 2.10.5.2.1 Tandem Exhaust - If a tandem through which the Companies are interconnected is unable to, or is forecasted to be unable to support additional traffic loads for any period of time, the Companies will mutually agree on an end office trunking plan that will alleviate the tandem capacity shortage and ensure completion of traffic between CLEC-1 and BellSouth’s subscribers.
 - 2.10.5.2.2 Traffic Volume –To the extent either Company has the capability to measure the amount of traffic between a CLEC-1 switching center and a BellSouth end office, either Company shall install and retain direct end office trunking sufficient to handle actual or reasonably forecasted traffic volumes, whichever is greater, between a CLEC-1 switching center and a BellSouth end office where the traffic exceeds or is forecasted to exceed a single DS1 of traffic per month. Either Company will install additional capacity between such points when overflow

traffic between CLEC-1's switching center and BellSouth's end office exceeds or is forecasted to exceed a single DS1 of traffic per month. In the case of one way trunking, additional trunking shall only be required by the Company whose trunking has achieved the preceding usage threshold.

- 2.10.5.2.3 **Mutual Agreement** - The Companies may install direct end office trunking upon mutual agreement in the absence of conditions (1) or (2) above, and agreement will not unreasonably be withheld.

2.10.6 **Transit Traffic Trunk Group**

- 2.10.6.1 Transit Traffic trunks can either be two-way trunks or two one-way trunks ordered by CLEC-1 to deliver and receive local and intraLATA toll Transit Traffic from third Companies, such as Independent Companies and other CLECs, via BellSouth access tandems (or BellSouth local tandems for Local Traffic), and Switched Access traffic to and from Interexchange Carriers via BellSouth access tandems pursuant to the Transit Traffic section of this Tariff. Establishing Transit Traffic trunks at BellSouth access and local tandems provides intratandem access to the third Companies also interconnected at those tandems.

2.10.6.2 **Toll Free Traffic**

- 2.10.6.2.1 If CLEC-1 chooses BellSouth to handle Toll Free database queries from its switches, all CLEC-1 originating Toll Free traffic will be routed over the Transit Traffic Trunk Group.
- 2.10.6.2.2 All originating Toll Free Service (Toll Free) calls for which CLEC-1 requests that BellSouth perform the Service Switching Point ("SSP") function (i.e., perform the database query) shall be delivered using GR-394 format over the Transit Traffic Trunk Group. Carrier Code "0110" and Circuit Code (to be determined for each LATA) shall be used for all such calls.
- 2.10.6.2.3 CLEC-1 may handle its own Toll Free database queries from its switch. If so, CLEC-1 will determine the nature (local/intraLATA/interLATA) of the Toll Free call based on the response from the database. If the query determines that the call is a BellSouth local or intraLATA Toll Free number, CLEC-1 will route the post-query local or IntraLATA converted ten-digit local number to BellSouth over the local or intraLATA trunk group. If the query determines that the call is a third Company (ICO or other CLEC) local or intraLATA Toll Free number, CLEC-1 will route the post-query local or intraLATA converted ten-digit local number to BellSouth over the Transit Traffic Trunk Group. In such case, CLEC-1 is to provide a Toll Free billing record when appropriate. If the query reveals the call is an interLATA Toll Free number, CLEC-1 will route the post-query interLATA call (Toll Free number) directly from its switch for carriers interconnected with its network or over the Transit Traffic Trunk Group to carriers not directly connected to its network but are connected to BellSouth's access tandem. Calls will be

routed to BellSouth over the local/intraLATA and Transit Traffic Trunk Groups within the LATA in which the calls originate.

- 2.10.6.2.4 All post-query Toll Free Service (Toll Free) calls for which CLEC-1 performs the SSP function, if delivered to BellSouth, shall be delivered using GR-394 format for calls destined to IXC's, and GR-317 format for calls destined to end offices that directly subtend the BellSouth access tandem.

3. Network Design And Management For Interconnection

- 3.1 Network Management and Changes. Both Companies will work cooperatively with each other to install and maintain the most effective and reliable interconnected telecommunications networks, including but not limited to, the exchange of toll-free maintenance contact numbers and escalation procedures. Both Companies agree to provide public notice of changes in the information necessary for the transmission and routing of services using its local exchange facilities or networks, as well as of any other changes that would affect the interoperability of those facilities and networks.
- 3.2 Interconnection Technical Standards. The interconnection of all networks will be based upon accepted industry/national guidelines for transmission standards and traffic blocking criteria. Interconnecting facilities shall conform, at a minimum, to the telecommunications industry standard of DS-1 pursuant to Bellcore Standard No. TR-NWT-00499. Signal transfer point, Signaling System 7 ("SS7") connectivity is required at each interconnection point. BellSouth will provide out-of-band signaling using Common Channel Signaling Access Capability where technically and economically feasible, in accordance with the technical specifications set forth in the BellSouth Guidelines to Technical Publication, TR-TSV-000905. Facilities of each Company shall provide the necessary on-hook, off-hook answer and disconnect supervision and shall hand off calling number ID (Calling Company Number) when technically feasible.
- 3.3 Quality of Interconnection. The local interconnection for the transmission and routing of telephone exchange service and exchange access that each Company provides to each other will be at least equal in quality to what it provides to itself and any subsidiary or Affiliate, where technically feasible, or to any other Company to which each Company provides local interconnection.
- 3.4 Network Management Controls. Both Companies will work cooperatively with each other to apply sound network management principles by invoking appropriate network management controls (e.g., call gapping) to alleviate or prevent network congestion.
- 3.5 Common Channel Signaling. Both Companies will provide LEC-to-LEC Common Channel Signaling ("CCS") to each other, where available, in conjunction with all traffic in order to enable full interoperability of CLASS

features and functions except for call return. All CCS signaling parameters will be provided, including automatic number identification ("ANI"), originating line information ("OLI") calling company category, charge number, etc. All privacy indicators will be honored, and each Company will cooperate with each other on the exchange of Transactional Capabilities Application Part ("TCAP") messages to facilitate full interoperability of CCS-based features between the respective networks. Neither Company shall alter the CCS parameters, or be a Company to altering such parameters, or knowingly pass CCS parameters that have been altered in order to circumvent appropriate interconnection charges.

- 3.6 Signaling Call Information. BellSouth and CLEC-1 will send and receive 10 digits for Local Traffic. Additionally, BellSouth and CLEC-1 will exchange the proper call information, i.e. originated call company number and destination call company number, CIC, and OZZ, including all proper translations for routing between networks and any information necessary for billing.
- 3.7 **Forecasting for Trunk Provisioning**
- 3.7.1 Within six (6) months after execution of this agreement, CLEC-1 shall provide an initial interconnection trunk group forecast for each LATA that it shall provide service within BellSouth's region. Upon receipt of CLEC-1's forecast, the Companies shall schedule and participate in a joint planning meeting to develop a joint interconnection trunk group forecast. Each forecast provided under this Section shall be deemed "Confidential Information."
- 3.7.1.1 At a minimum, the forecast shall include the projected quantity of Transit Trunks, CLEC-1-to-BellSouth one-way trunks ("CLEC-1 Trunks"), BellSouth-to-CLEC-1 one-way trunks ("Reciprocal Trunks") and/or two-way interconnection trunks, if the Companies have agreed to interconnect using two-way trunking to transport the Companies' local and intraLATA toll. The quantities shall be projected for a minimum of six months in advance and shall include the current year plus next two years total forecasted quantities. Considering CLEC-1's provided forecast, the Companies shall mutually develop Reciprocal Trunk and/or two-way interconnection trunk forecast quantities for the time periods listed and to be included within the initial forecast.
- 3.7.1.2 Additionally all forecasts shall include, at a minimum, Access Carrier Terminal Location ("ACTL"), trunk group type (local/intraLATA toll, Transit, Operator Services, 911, etc.), A location/Z location (CLLI codes for CLEC-1 location and BellSouth location where the trunks shall terminate), interface type (e.g., DS1), Direction of Signaling, Trunk Group Number, if known, (commonly referred to as the 2-6 code) and forecasted trunks in service each year (cumulative).
- 3.7.2 Each Company shall exercise its best efforts to provide the quantity of interconnection trunks mutually forecasted. However, the provision of the forecasted quantity of interconnection trunks is subject to trunk terminations and

facility capacity existing at the time the trunk order is submitted. Furthermore, the receipt and development of trunk forecasts does not imply any liability for failure to perform if capacity (trunk terminations or facilities) is not available for use at the forecasted time.

- 3.7.3 The submitting and development of interconnection trunk forecasts shall not replace the ordering process in place for local interconnection trunks.
- 3.7.4 Once initial interconnection trunk forecasts have been developed, CLEC-1 shall continue to provide interconnection trunk forecasts on a semiannual basis or at otherwise mutually agreeable intervals. CLEC-1 shall use its best efforts to make the forecasts as accurate as possible based on reasonable engineering criteria. Interconnection trunk forecasts shall be updated and provided to BellSouth on an as needed basis, but no less frequently than semiannually and no more frequently than monthly. Upon receipt of CLEC-1's forecast, including forecast updates, the Companies shall confer to mutually develop BellSouth Reciprocal Trunk and/or two-way interconnection trunk forecasted quantities for the listed time periods within such subsequent forecasts.

3.8 **Trunk Utilization**

- 3.8.1 BellSouth and CLEC-1 shall monitor traffic on each interconnection trunk group that is installed pursuant to the initial interconnection trunk requirements and subsequent forecasts. At any time after the end of a calendar quarter, based on a review of the capacity utilization during such quarter for installed Reciprocal Trunk groups and/or two-way interconnection trunk groups, subject to the provision of the section following, after fifteen (15) business days advance written notice to CLEC-1, BellSouth may disconnect any Non-utilized Reciprocal Trunk(s) and CLEC-1 shall refund to BellSouth any associated trunk and facility charges paid by BellSouth. In addition, BellSouth may request CLEC-1 to disconnect any Non-utilized two-way interconnection trunk(s), if BellSouth has determined that the trunk group is not being utilized at eighty-five percent (85%) of the time consistent busy hour utilization level, provided that the Companies have not otherwise agreed. CLEC-1 shall comply with such request, subject to Section 3.8.1.1 below. Non-utilized trunks are defined as the trunks not being utilized as a result of a time consistent busy hour utilization of less than 85%.
 - 3.8.1.1 Within ten (10) business days following the notice prescribed in the section above, CLEC-1 may request that BellSouth not disconnect or not request disconnection for some or all of the Non-utilized Trunks, in which event BellSouth shall keep the trunks in service and may invoice CLEC-1 for, and CLEC-1 shall pay, all applicable recurring and nonrecurring trunk and facility access tariff charges for the Non-utilized Trunks. The charges shall be applied retroactive to the date on which such trunks were installed and to continue until such trunks are disconnected, or to the extent CLEC-1 requests that such trunks remain in service, until the trunk group reaches an eighty-five percent (85%) time-

consistent busy hour utilization level. In addition, CLEC-1 shall reimburse BellSouth for any nonrecurring and/or recurring charges BellSouth may have paid to CLEC-1 for the Non-utilized Trunks and for any trunk installation expense BellSouth incurred. This expense shall equal the nonrecurring installation charge for trunks in BellSouth's intrastate tariff. Furthermore, the CLEC-1 forecasts for each subsequent forecast period shall be automatically reduced by the number of Reciprocal Trunks and/or two-way interconnection trunks that have been determined to be subject to disconnection pursuant to the foregoing procedures.

- 3.8.2 To the extent CLEC-1 requests BellSouth and BellSouth agrees to install additional Reciprocal and/or two-way interconnection trunks in any forecast period following the initial forecasting period that are not included in the forecast for that period (as such forecast may be revised from time to time), such trunks may be provisioned by BellSouth subject to the conditions set forth in the preceding sections above, and all applicable recurring and nonrecurring charges for such trunks shall be billed to and paid by CLEC-1 until such trunk groups reach an eighty-five percent (85%) time-consistent busy hour utilization level.
- 3.8.3 To the extent that any interconnection trunk group is utilized at a time-consistent busy hour of ninety percent (90%) or greater, the Companies shall negotiate in good faith for the installation of augmented facilities.

4. Local Dialing Parity

- 4.1 BellSouth and CLEC-1 shall provide local and toll dialing parity to each other with no unreasonable dialing delays. Dialing parity shall be provided for all originating telecommunications services that require dialing to route a call. BellSouth and CLEC-1 shall permit similarly situated telephone exchange service end users to dial the same number of digits to make a local telephone call notwithstanding the identity of the end user's or the called Company's telecommunications service provider.

5. Interconnection Compensation

5.1 Definitions

- 5.1.1 **ISP-bound Traffic** is defined as calls to an information service provider or Internet service provider ("ISP") that are dialed by using a local dialing pattern (7 or 10 digits) by a calling party in one exchange or local calling area to an ISP server or modem in the same exchange or local calling area. ISP-bound Traffic is not considered Local Traffic subject to reciprocal compensation, but instead is information traffic subject to interstate access. All traffic where one Party terminates more than 3 times the Local Traffic that is terminated by the other Party is considered ISP-bound Traffic.

- 5.1.2 For the purposes of this section of the Tariff relating to Inter-carrier Compensation, **Local Traffic** is defined as any circuit switched call that is

originated by an end user of one Party and terminated to an end user of the other Party within a given LATA on that other Party's network, except for those calls that are originated or terminated through switched access arrangements as established by the ruling regulatory body.

- 5.1.3 For the purposes of this section of the Tariff relating to Intercarrier Compensation, **Common (Shared) Transport** is defined as the transport of the originating Company's traffic by the terminating Company over the terminating Company's common (shared) facilities between the terminating Company's tandem switch and end office switch and/or between the terminating Company's tandem switches.
- 5.1.4 For the purposes of this section of the Tariff relating to Intercarrier Compensation, **Tandem Switching** is defined as the function that establishes a communications path between two switching offices through a third switching office (the Tandem switch).
- 5.1.3 For the purposes of this section of the Tariff relating to Intercarrier Compensation, **End Office Switching** is defined as the function that establishes a communications path between the trunk side and line side of the End Office switch.
- 5.2 When BellSouth completes Local Traffic or ISP-bound Traffic for CLEC-1, it will offer the following compensation options, depending on which option applies to CLEC-1. The CLEC-1 requirements are set forth in section 5.3 and 5.4.
 - 5.2.1 Bill and keep, whereby BellSouth will not charge CLEC-1 any charge;
 - 5.2.2 Rates as established pursuant to the FCC's Intercarrier Compensation for ISP-bound traffic, *Order on Remand and Report and Order*, CC Dkt. Nos. 96-98 and 99-68, FCC 01-31 (rel. April 27, 2001) ("ISP Remand Order");
 - 5.2.3 Rates as established by the TRA in Docket No. 97-01262 and set forth in the Price Schedule of this Tariff. The rates as established by TRA shall only be utilized for voice traffic.
- 5.3 If CLEC-1 was not in operation prior to January 1, 2001 or did not exchange traffic with BellSouth for the first quarter of 2001, neither BellSouth nor CLEC-1 shall charge for completing Local Traffic or for ISP bound Traffic.
- 5.4 If CLEC-1 was in operation previous to January 1, 2001 and did exchange traffic with BellSouth that exceeded a 3 to 1 ratio in total for the months of January, February and March 2001, in cases where CLEC-1 terminates more than 3 times Local Traffic and ISP-bound Traffic than that terminated by BellSouth, the following compensation rates shall apply for all Local Traffic and ISP-bound Traffic for the appropriate time period set forth below:

- 5.4.1 From the effective date of the election of this Tariff through 12/14/01 \$\$.0015 per MOU
- 5.4.2. From 12/15 01 through 6/15/03 \$.0010 per MOU
- 5.4.3. From 6/16/03 through 6/16/03 \$.0007 per MOU
- 5.4.4. In addition, the ISP-bound Traffic minutes shall be capped as outlined in the ISP Remand Order. Bill and keep shall apply to any minutes that exceed the cap.
- 5.5 If CLEC-1 utilizes a switch outside the LATA and BellSouth chooses to purchase dedicated or common (shared) transport from CLEC-1 for transport and termination of BellSouth originated traffic, BellSouth will pay CLEC-1 no more than the airline miles between the V & H coordinates of the Interconnection Point within the LATA where CLEC-1 receives the BellSouth-originated traffic and the V & H coordinates of the BellSouth Exchange Rate Center Area that the CLEC-1 terminating NPA/NXX is associated in the same LATA. For these situations, BellSouth will compensate CLEC-1 at either dedicated or common (shared) transport rates specified in the Price Schedule of this Tariff and based upon the functions provided by CLEC-1.
- 5.6 Neither Company shall represent Switched Access Traffic as Local Traffic for purposes of payment of reciprocal compensation.
- 5.7 Pursuant to the definition of Local Traffic in this section of the Tariff relating to Intercarrier Compensation and sections 5.1. 5.2, 5.3 and 5.4, and for the purpose of delivery of BellSouth originating traffic to CLEC-1, BellSouth shall pay to CLEC-1 reciprocal compensation for Local Traffic delivered to CLEC-1 end users physically located within the LATA in which the call originated and within which the CLEC-1 end user's NPA/NXX is assigned. If CLEC-1 assigns NPA/NXXs to specific BellSouth rate centers within the LATA and assigns numbers from those NPA/NXXs to CLEC-1 end users physically located outside of that LATA, BellSouth traffic originating from within the LATA where the NPA/NXXs are assigned and delivered to a CLEC-1 customer physically located outside of such LATA, shall not be deemed Local Traffic, and no compensation from BellSouth to CLEC-1 shall be due therefor. Further, CLEC-1 agrees to identify such interLATA traffic to BellSouth and to compensate BellSouth for originating and transporting such interLATA traffic to CLEC-1 at BellSouth's switched access tariff rates.
- 5.8 If CLEC-1 does not identify such interLATA traffic to BellSouth, to the best of BellSouth's ability BellSouth will determine which whole CLEC-1 NPA/NXXs on which to charge the applicable rates for originating network access service as reflected in BellSouth's Access Service Tariff. BellSouth shall make appropriate billing adjustments if CLEC-1 can provide sufficient information for BellSouth to determine whether or not said traffic is Local Traffic.

- 5.9 **Percent Local Use.** Each Company shall report to the other a Percent Local Usage ("PLU"). The application of the PLU will determine the amount of local minutes to be billed to the other Company. For purposes of developing the PLU, each Company shall consider every local call and every long distance call, excluding Transit Traffic. Each Company shall update its PLU on the first of January, April, July and October of the year and shall send it to the other Company to be received no later than 30 calendar days after the first of each such month based on local usage for the past three months ending the last day of December, March, June and September, respectively. Requirements associated with PLU calculation and reporting shall be as set forth in BellSouth's Percent Local Use Reporting Guidebook, as it is amended from time to time. Notwithstanding the foregoing, where the terminating Company has message recording technology that identifies the jurisdiction of traffic terminated as defined in this Tariff, such information, in lieu of the PLU factor, shall at the terminating Company's option be utilized to determine the appropriate local usage compensation to be paid.
- 5.10 **Percent Local Facility.** Each Company shall report to the other a Percent Local Facility ("PLF"). The application of the PLF will determine the portion of switched dedicated transport to be billed pursuant to the Price Schedule in the Tariff. The PLF shall be applied to multiplexing, local channel and interoffice channel switched dedicated transport utilized in the provision of local interconnection trunks. Each Company shall update its PLF on the first of January, April, July and October of the year and shall send it to the other Company to be received no later than 30 calendar days after the first of each such month to be effective the first bill period the following month, respectively. Requirements associated with PLU and PLF calculation and reporting shall be as set forth in BellSouth's Percent Local Facility Reporting Guidebook, located on BellSouth's Interconnection Services internet website (www.interconnection.bellsouth.com) incorporated herein by this reference, as it is amended from time to time.
- 5.11 **Percent Interstate Usage.** Each Company shall report to the other the projected Percent Interstate Usage ("PIU"). All jurisdictional report requirements, rules and regulations for Interexchange Carriers specified in BellSouth's Intrastate Access Services Tariff will apply to CLEC-1. After interstate and intrastate traffic percentages have been determined by use of PIU procedures, the PLU and PLF factors will be used for application and billing of local interconnection. Each Company shall update its PIUs on the first of January, April, July and October of the year and shall send it to the other Company to be received no later than 30 calendar days after the first of each such month, for all services showing the percentages of use (PIUs, PLU, and PLF) for the past three months ending the last day of December, March, June and September. Notwithstanding the foregoing, where the terminating Company has message recording technology that identifies the jurisdiction of traffic terminated as defined in this Tariff, such information, in

lieu of the PIU and PLU factors, shall at the terminating Company's option be utilized to determine the appropriate local usage compensation to be paid.

- 5.12 **Audits.** On thirty (30) days written notice, each Company must provide the other the ability and opportunity to conduct an annual audit to ensure the proper billing of traffic. BellSouth and CLEC-1 shall retain records of call detail for a minimum of nine months from which a PLU, PLF and/or PIU can be ascertained. The audit shall be accomplished during normal business hours at an office designated by the Company being audited. Audit requests shall not be submitted more frequently than one (1) time per calendar year. Audits shall be performed by a mutually acceptable independent auditory paid for by the Company requesting the audit. The PLU and/or PIU shall be adjusted based upon the audit results and shall apply to the usage for the quarter the audit was completed, to the usage for the quarter prior to the completion of the audit, and to the usage for the two quarters following the completion of the audit. If, as a result of an audit, either Company is found to have overstated the PLU and/or PIU by twenty percentage points (20%) or more, that Company shall reimburse the auditing Company for the cost of the audit.

5.13 Mutual Provision of Switched Access Service

- 5.13.1 **Switched Access Traffic.** Switched Access Traffic is described in the BellSouth Tennessee Intrastate Access Tariff. Additionally, any Public Switched Telephone Network interexchange telecommunications traffic, regardless of transport protocol method, where the originating and terminating points, end-to-end points, are in different LATAs, or are in the same LATA and the Companies' Switched Access services are used for the origination or termination of the call, shall be considered Switched Access Traffic. Irrespective of transport protocol method used, a call which originates in one LATA and terminates in another LATA (i.e., the end-to-end points of the call), shall not be compensated as Local.

- 5.13.2 When CLEC-1's end office switch, subtending the BellSouth Access Tandem switch for receipt or delivery of switched access traffic, provides an access service connection to or from an interexchange carrier ("IXC") by either a direct trunk group to the IXC utilizing BellSouth facilities, or via BellSouth's tandem switch, each Company will provide its own access services to the IXC and bill on a multi-bill, multi-tariff meet-point basis. Each Company will bill its own access services rates to the IXC with the exception of the interconnection charge. The interconnection charge will be billed by the Company providing the end office function. Each Company will use the Multiple Exchange Carrier Access Billing (MECAB) guidelines to establish meet point billing for all applicable traffic. Thirty (30)-day billing periods will be employed for these arrangements. For tandem routed traffic, the tandem company agrees to provide to the Initial Billing Company as defined in MECAB, at no charge, all the switched access detail usage data, recorded at the access tandem, within no more than sixty (60) days after the recording date. The Initial Billing Company will provide the switched access

summary usage data, for all originating and terminating traffic, to all Subsequent Billing Companies as defined in MECAB within 10 days of rendering the initial bill to the IXC. Each Company will notify the other when it is not feasible to meet these requirements so that the customers may be notified for any necessary revenue accrual associated with the significantly delayed recording or billing. As business requirements change data reporting requirements may be modified as necessary.

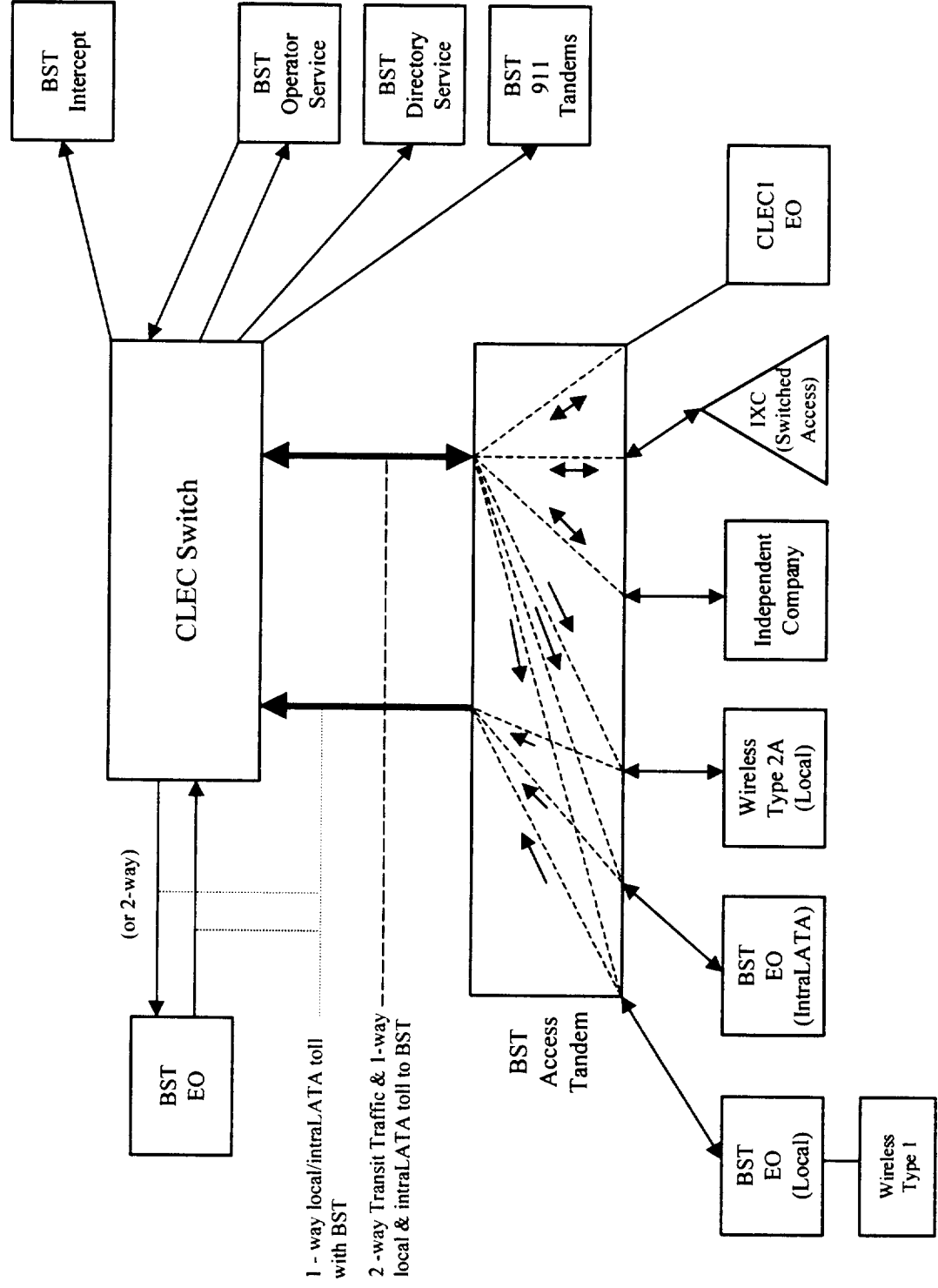
- 5.13.3 In the event that either Company fails to provide the appropriate MECAB switched access usage data to the other Company within 90 days after the recording date and the receiving Company is unable to bill and/or collect access revenues due to the sending Company's failure to provide such data within said time period, then the Company failing to send the data as specified herein shall be liable to the other Company in an amount equal to the unbillable or uncollectible revenues. Each company will provide complete documentation to the other to substantiate any claim of unbillable switched access revenues, and a negotiated settlement will be agreed upon between the Companies.
- 5.13.4 Each Company will retain for a minimum period of sixty (60) days, access message detail sufficient to recreate any data which is lost or damaged by its Company or any third Company involved in processing or transporting data.
- 5.13.5 Each Company agrees to recreate the lost or damaged data within forty-eight (48) hours of notification by the other or by an authorized third Company handling the data.
- 5.13.6 Each Company also agrees to process the recreated data within forty-eight (48) hours of receipt at its data processing center.
- 5.13.7 All claims should be filed with the other Company within 120 days of the receipt of the date of the unbillable usage.
- 5.13.8 The Initial Billing Company shall keep records of its billing activities relating to jointly-provided Intrastate and Interstate access services in sufficient detail to permit the Subsequent Billing Company to, by formal or informal review or audit, to verify the accuracy and reasonableness of the jointly-provided access billing data provided by the Initial Billing Company. Each Company agrees to cooperate in such formal or informal reviews or audits and further agrees to jointly review the findings of such reviews or audits in order to resolve any differences concerning the findings thereof.
- 5.13.9 CLEC-1 agrees not to deliver switched access traffic to BellSouth for termination except over CLEC-1 ordered switched access trunks and facilities.
- 5.14 **Transit Traffic Service**
- 5.14.1 BellSouth shall provide tandem switching and transport services for CLEC-1's Transit Traffic. Transit traffic is traffic originating on CLEC-1's network that is

switched and/or transported by BellSouth and delivered to a third Company's network, or traffic originating on a third Company's network that is switched and/or transported by BellSouth and delivered to CLEC-1's network. Rates for local Transit Traffic shall be the applicable Call Transport and Termination charges as set forth in the Price Schedule of this Tariff. Rates for Switched Access Transit Traffic shall be the applicable charges as set forth in BellSouth Interstate or Intrastate Switched Access tariffs. Switched Access Transit Traffic presumes that CLEC-1's end office is subtending the BellSouth Access Tandem for switched access traffic to and from CLEC-1's end users utilizing BellSouth facilities, either by direct trunks with the IXC, or via the BellSouth Access Tandem. Billing associated with all Transit Traffic shall be pursuant to MECAB guidelines. Pursuant to these guidelines, the Initial Billing Company shall provide summary usage data, for all originating and terminating Transit Traffic, to all Subsequent Billing Companies. Traffic between CLEC-1 and Wireless Type 1 third Companies shall not be treated as Transit Traffic from a routing or billing perspective. Traffic between CLEC-1 and Wireless Type 2A or UNE-CLEC third Companies shall not be treated as Transit Traffic from a routing or billing perspective until BellSouth and the Wireless carrier or UNE-CLEC third Company have the capability to properly meet-point-bill in accordance with MECAB guidelines.

- 5.14.2 In the event that either Company fails to provide the appropriate MECAB usage data to the other Company within 90 days after the recording date and the receiving Company is unable to bill and/or collect Transit Traffic revenues due to the sending Company's failure to provide such data within said time period, then the Company failing to send the data as specified herein shall be liable to the other Company in an amount equal to the unbillable or uncollectible revenues. Each company will provide complete documentation to the other to substantiate any claim of unbillable revenues and a negotiated settlement will be agreed upon between the Companies
- 5.14.3 The delivery of traffic which transits the BellSouth network and is transported to another carrier's network is excluded from any BellSouth billing guarantees and will be delivered at the rates stipulated set forth above to a terminating carrier. BellSouth agrees to deliver this traffic to the terminating carrier; provided, however, that CLEC-1 is solely responsible for negotiating and executing any appropriate contractual agreements with the terminating carrier for the receipt of this traffic through the BellSouth network. BellSouth will not be liable for any compensation to the terminating carrier or to CLEC-1. CLEC-1 agrees to compensate BellSouth for any charges or costs for the delivery of Transit Traffic to a connecting carrier on behalf of CLEC-1. Additionally, the Companies agree that any billing to a third Company or other telecommunications carrier under this section shall be pursuant to MECAB procedures.

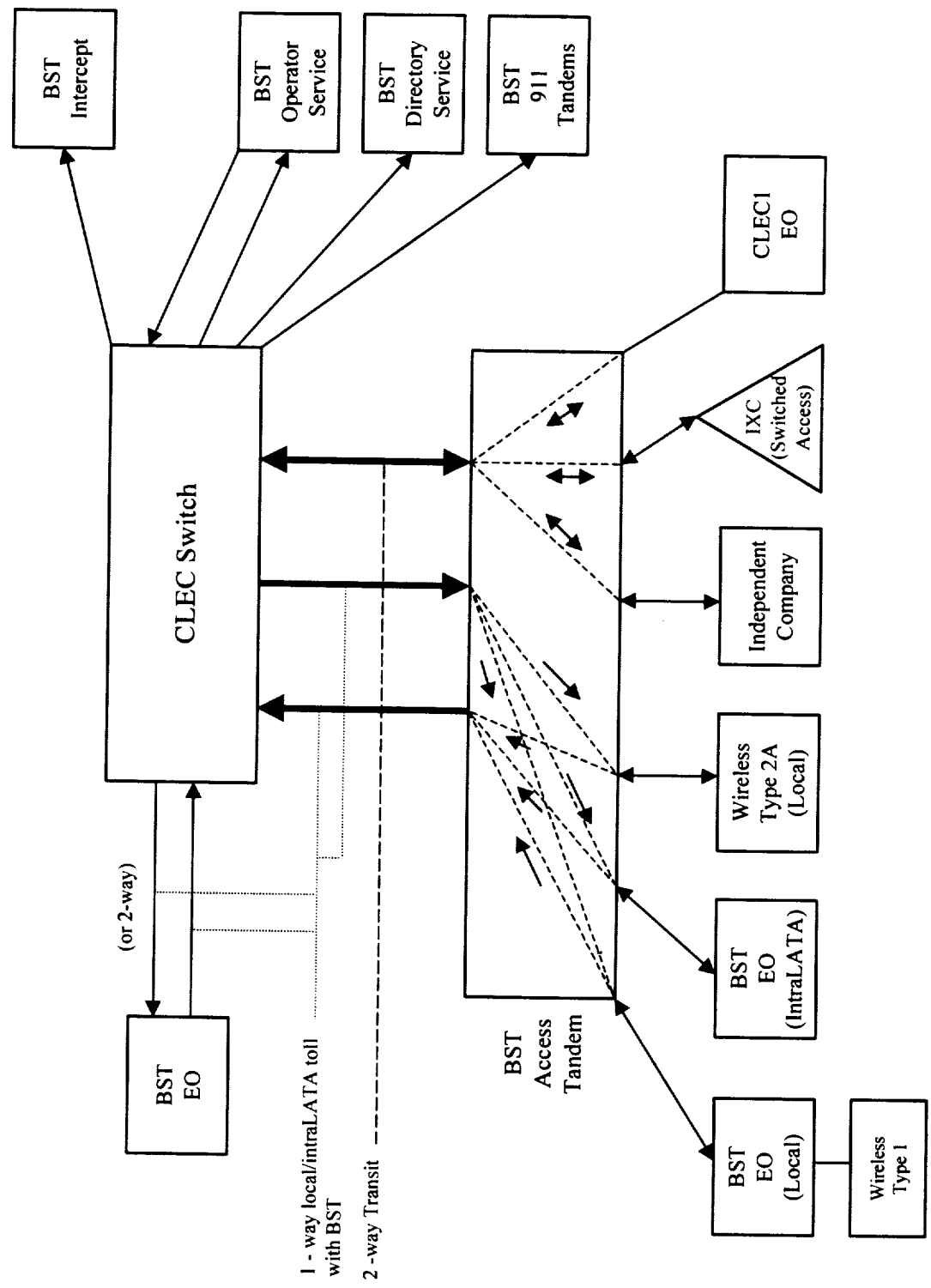
Basic Architecture

Exhibit B



One-Way Architecture

Exhibit C



Two-Way Architecture

Exhibit D

